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August 28, 2019

*Via email: [74745-00841938@requests.muckrock.com](mailto:74745-00841938@requests.muckrock.com)*

Re: C.P.R.A. Request – Modoc County Sheriff

Dear Sir:

This firm acts as County Counsel for the County of Modoc. Please accept this as the County's response to the above-referenced Public Records Act request. Below is a list of your requests and a response to each of those requests.

**Request #1:** The total number of sheriff's deputy use of force incidents, broken down by type of force used, between [2013-2018](#) (separated by year).

**Response #1:** All documents responsive to this request are attached hereto.

**Request #2:** The total number of people that deputies used force against, between [2013-2018](#) (separated by year).

**Response #2:** All documents responsive to this request are attached hereto.

**Request #3:** The total number of use of force complaints reported between [2013-2018](#) (separated by year).

**Response #3:** All documents responsive to this request are attached hereto,

**Request #4:** The total number of use of force complaints sustained between [2013-2018](#) (separated by year).

**Response #4:** All documents responsive to this request are attached hereto.

**Request #5:** The policy manual of the sheriff's department.

**Response #5:** The Modoc County Sheriff's department utilizes the Lexipol policies. Visit [www.lexipol.com](http://www.lexipol.com) for further information.

**Request #6:** The current union contract between the city and any sheriff's deputy/police officer unions.

**Response #6:** All documents responsive to this request are attached hereto.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact our office.

Yours very truly,

PRENTICE, LONG & EPPERSON, PC



P.J. Van Ert

cc: Tex Dowdy, tdowdy@modocsheriff.us , Modoc County Sheriff

# **Memorandum of Understanding**

between

**County of Modoc**

and

**Modoc County Deputy Sheriffs Association**

**(Safety Unit)**



**December 1, 2015 – November 30, 2018**

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## **Article 1. Preamble**

- 1.1 This Memorandum of Understanding (MOU) is made and entered into between the County Supervisors of the County of Modoc, hereinafter referred to as the "County", and Modoc County Deputy Sheriffs' Association, hereinafter referred to as the "Association", pursuant to California Government Code Sections 3500, et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment.

## **Article 2. Recognition**

- 2.1 The County recognizes the Association as the representative for all employees of the Sheriffs' Department holding a regular, full-time position in a classification listed on Appendix A.

No person employed by the County in a part-time, temporary, seasonal or extra-help status, in a Modoc County Deputy Sheriffs' Association-represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

## **Article 3. Severance**

- 3.1 If any provision of the MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.

## **Article 4. Maintenance of Benefits**

- 4.1 All wages, hours and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- 4.2 The County will abide by the Meyers-Milias-Brown Act where and when it applies to Members of the Association.

## **Article 5: Association Rights**

- 5.1 The Association shall have the following rights and responsibilities:
- a. Reasonable advance notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board.
  - b. Reasonable use of one (1) bulletin board at the Sheriffs' Department.

- c. The right to payroll deductions made for payments of organizational dues for county-approved programs.
- d. The right to represent its members before the County Board of Supervisors or advisory boards or commissions with regard to wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations. This is not intended to authorize paid leave beyond what is provided for elsewhere in this MOU or in the County Personnel rules.
- e. The use of County facilities for regular, normal and lawful Association activities, provided that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- f. The County Board or its designated representative making copies of its meeting agenda available.
- g. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operation of any department or with established safety or security requirements.

#### **Article 6. Management Rights**

- 6.1 The Sheriff-Coroner reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the Sheriff-Coroner-Jail-Dispatch Departments and Office of Emergency Services, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law shall include, but not be limited to, the following rights:
  - a. To manage the Sheriff-Coroner-Jail-Dispatch Departments and Office of Emergency Services generally and to determine policy.
  - b. To determine the existence or non-existence of facts which are the basis of Management's decisions.
  - c. To determine the necessity of organization of any service or activity conducted by the departments and expand or diminish services, within budgetary limits as authorized by the Board of Supervisors.
  - d. To determine the nature, manner, means and technology and extent of services to be provided to the public, within budgetary limits.

- e. To determine the types of equipment or technology to be used, within budgetary limits.
- f. To determine and change the facilities, methods, technological means, and size of the work force by which the department's operations are to be conducted, within budgetary limits.
- g. To determine and change the number of locations, relocations, and type of operations, processes and materials or equipment to be used in carrying out all departmental functions, within budgetary limits.
- h. To assign work to and schedule employees in accordance with requirements as determined by the Sheriff-Coroner and to establish and change work schedules and assignments upon reasonable notice and in accordance with this Agreement.
- i. To establish and modify productivity and performance, programs and standards.
- j. To discharge, suspend, demote or otherwise discipline employees for proper cause.
- k. To determine job classifications and to reclassify employees in accordance with this Agreement and applicable resolutions, codes, and approval of the Board of Supervisors.
- l. To hire, transfer, promote and demote employees for no disciplinary reasons in accordance with this Agreement and applicable resolutions, codes and policy of The Board of Supervisors.
- m. To determine and administer policies, procedures and standards for selection, training, and promotion of employees in accordance with this Agreement and applicable resolution and codes of the County within budgetary limits.
- n. To establish employee performance standards, including but not limited to qualification and quantity standards and to require compliance thereto.
- o. To maintain order and efficiency in department facilities and operations.
- p. To establish and promulgate and/or modify departmental rules and regulations to maintain order and safety in the County of Modoc which are not in contravention with this Agreement.
- q. To take any and all necessary action to carry out the mission of the department in emergencies.

6.2 Except in emergencies, or where the departments are required to make changes in their operations because of the requirements of law, whenever the exercise of management's

rights shall impact any employees of the bargaining unit, the Sheriff-Coroner agrees to Meet and confer with representatives of the Association regarding the exercise of such rights unless the matter of the exercise of such rights is provided for in this Agreement.

By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

#### **Article 7. Hours of Work**

- 7.1 Workweek: Except as hereinafter provided, the basic workweek shall consist of five (5) consecutive days of which the employee is scheduled to work an eight (8) hour shift which shall include a thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks. Breaks cannot be combined to start shift late or go off early without prior approval of the Sheriff, Undersheriff, or designee
- 7.2 Alternate Hours: The Sheriff may implement hours for law enforcement personnel in accordance with the Fair Labor Standards Act 7(k) exemption. Such schedules shall be comprised of 10 or 12 hour shifts. No change in schedules shall be implemented without meeting and conferring with the Association. Effected employees shall be given a fourteen (14) calendar day notice prior to such change in schedule.
- 7.3 Briefing Period: Employees working in the jail and dispatch may be required to attend a ten (10) minute briefing period prior to the beginning of their shift.

#### **Article 8. Overtime**

- 8.1 Assignment of Overtime: It is agreed and understood that the assignment of overtime work is a function of Management. However, supervisors shall not assign overtime work as a reward or penalty, but solely in accordance with the County's needs. In assigning employees to overtime work, the County will give first consideration to those employees having special skills required by the overtime assignment. Otherwise, overtime work will be distributed fairly among qualified employees with the proper job training. Overtime shall be paid at the time and one-half rate for all hours in excess of eight (8) in one (1) Day or forty (40) hours in one (1) week.

Employees working alternate schedules as defined in section 7.2 shall be paid overtime according to the following:

- a. Employees working 10 hours shifts shall be paid overtime for any hours worked in excess of ten (10) hours in a day or forty (40) hours in a 7 day work period.
- b. Employees working 12 hour shifts shall be paid overtime for any hours worked in excess of twelve (12) hours in a day or eighty-four (84) hours in a 14 day period.



- 8.2 Call back: When an employee is called back at a time outside of, and unconnected with, The employee's scheduled hours of work to perform unscheduled overtime work, the Association and the County agree that callback shall be paid at a three (3) hour minimum at time and one-half pay. Employees called back to work while on a regular day off or on assigned vacation, shall be paid at a four (4) hour minimum at time and one-half pay.
- 8.3 Standby: Standby duty shall be considered time worked for the purpose of determining pay and overtime.
- 8.4 Compensatory Time Off: Overtime compensation may be paid as compensatory time off at time and one-half with the consent of the employee within the restrictions established by the Fair Labor Standards Act. No employee shall accrue more than one hundred seventy-three and three tenths (173.3) hours compensatory time unless approved by the Sheriff. Use of compensatory time accrued shall require consent of employee and Department head. Employees shall receive a separate check when receiving compensatory time cash-out.
- 8.5 Court Time: A minimum of three (3) hours overtime shall be paid or accrued in compensatory time off for all court time, when an employee is required to go to court on off-duty time. An employee scheduled for court appearance shall call the District Attorney's Office between 1600 hours and 1700 hours of the business day prior to court.

If the employee calls, is not advised of a cancellation and appears, he/she is entitled to minimum court pay even if court is canceled on the day of his/her appearance. If the employee does not call and court is canceled, he/she is not entitled to be paid the minimum.

- 8.6 Shift Differential Employees assigned to duty outside of their normal shift assignment will receive an eight and one-half percent (8.5%) increase in base pay as shift differential compensation. When assigned to be on-call, employees shall be able to begin responding to a call for service within approximately thirty (30) minutes and make every effort (depending on the location of the call) to be at the scene of the call within thirty (30) minutes. While on-call, employees will be allowed reasonable in-County use of their assigned vehicle. Except for emergencies, on-call duty will not be scheduled on an employee's regular day off. On-call duty will be assigned consecutively but not more than three (3) consecutive days. Notwithstanding the assigned on-call duty, so long as there is available backup to respond to call, a reasonable attempt will be made by the Sheriff or the Sheriff's designee to accommodate requests to be out of an employee's assigned area. Such shift differential pay shall be reported to CalPERS as Special Compensation CCR section 571.
- 8.7 Briefing Time: When employees working in the jail and dispatch are scheduled to report to work ten (10) minutes before their shift begins for briefing, such employee shall receive the choice of pay or compensatory time off (CTO) at the end of the month.

- 8.8 Early Call-Out: If an employee is called to work four (4) or more hours prior to the beginning of the employee's shift, the employee may opt, with management's consent, to begin the employee's shift at that time.

#### Article 9. Salary

- 9.1 Employees shall be paid salaries for their classification pursuant to Attachment "A" of this Agreement. The Salary Range Table included in Attachment A shall be used for employees in this unit.

Effective the first of the month following adoption of this agreement, compensation shall increase by 2% and Attachment "A" shall be amended accordingly.

On July 1, 2016, compensation shall increase by an additional 1% and Attachment "A" shall be amended to reflect this increase.

Employees shall advance to the next step of their salary range on their anniversary date provided that they have rendered an overall satisfactory evaluation from their supervisor and Sheriff. Eligibility for step advancements shall be after twelve (12) months of continuous service on each step until the top of the salary range (Step F) is reached. The Sheriff shall have the responsibility for making such determinations of satisfactory service. In the event that an employee does not receive their merit step increase because their performance evaluation has not been provided to the employee in a timely manner, the employee shall bring it to the attention of the Administration Office (HR), in writing within 30 days. If no evaluation has been performed or completed within 90 calendar days, then the employee shall automatically receive their increase retroactively back to their anniversary date. For the purpose of this section, anniversary date is defined as follows:

- a. Appointment: Every regular employee who begins the employee's employment in a permanent position on any date from the first through the fifteenth in a month shall have an anniversary date on the first of that month. Every regular employee who begins the employee's employment on a date from the sixteenth through the end of the month shall have an anniversary date on the first of the following month.
- b. Promotion: When an employee is promoted to a position in a class having a higher salary range than the class of the position which the employee formerly occupied, the employee shall receive a new anniversary date, that date being the date of the employee's promotional appointment to a permanent position, provided that a minimum salary increase of five percent (5%) was realized because of the promotion.

- c. Demotion: Whenever a permanent employee is demoted for reasons other than unsatisfactory performance, the employee shall retain the employee's anniversary date. Whenever an employee is demoted for unsatisfactory performance, the employee shall receive a new anniversary date, that date being the date of the employee's demotion.
- d. Reclassification: If an employee's position is reclassified to a class having the same salary range, the employee shall retain the employee's anniversary date. If an employee's position is reclassified to a class having a higher salary range, the employee shall receive a new anniversary date, that date being the date of the employee's permanent reclassification appointment. If an employee's position is reclassified to a lower salary range, the employee shall retain the employee's anniversary date.
- e. Salaries return following leave without pay: Return following leave without pay is not an appointment, but is a continuation of service, however, salary and benefits shall be based on actual service.
- f. Salaries for exceptional applicants: At the request of the department head, the Board may approve a step above Step A in order to recruit an individual who has demonstrated superior knowledge and ability, and whose combined education and experience represents substantially better preparation for the duties of the position than required by the minimum employment standards.
- g. Decrease in salaries - adjustments: Any employee who would suffer an actual decrease in salary as a result of the application of the salary rates provided for in this chapter shall move to the step in his new range with the next higher salary; or, in the event the maximum step in the employee's new range is lower than his current salary, he shall continue to receive his current salary until the maximum step in his new range exceeds his current salary, at which time he shall begin receiving the salary at the maximum step.
- h. Salaries reinstatement following resignation: Any employee reinstated following resignation in good standing shall be considered as a new employee; provided, however, at the discretion of the Board, such employee may receive a starting salary higher than Step A, but not exceeding the step which he/she received at the time of his/her resignation.

9.2 Branch Assignment: Resident deputies shall receive a fifteen percent (15%) increase in base pay when so assigned routinely and consistently to a branch office or work site that is identified as "rural" or "remote".

- 9.3 Night Shift Differential: Employees shall receive a seven percent (7%) differential when required to work swing shift (generally after 4:00 p.m.). Employees shall receive a ten percent (10%) differential when required to work graveyard shift (generally after 12:00 a.m.). A relief shift differential shall be established with a fifteen percent (15%) differential pay. Relief shift hours shall be:

- (2) midnight - 0800
- (1) 1600 - 2400
- (2) 0800 - 1600 (on Saturday and Sunday)

An employee receiving shift differential pay (night shift or relief shift) shall only be eligible for one shift differential pay regardless of the actual hours worked. An employee assigned to a night shift or relief shift shall be compensated for all hours worked during the pay period (or work period) with the appropriate shift differential pay.

- 9.4 Bilingual Premium Pay: Two (2) departmental employees, designated by the Sheriff, who are fluent in the Spanish language, shall receive a five percent (5%) increase in salary to provide interpreter duties as needed.

- 9.5 Peace Officer Standard Training (POST) Certificate Pay/Educational Incentive: Employees shall be paid additional compensation for possession of college degrees or P.O.S.T. certificates as set forth below:

Degree-Certificate Increase in Base Salary:	
Two-year degree or Intermediate POST	5%
Four-year degree or Advance POST	10%

Professional pays shall be pyramided and the maximum incentive for this section shall be 10%

To be eligible for the Educational Incentive, employees hired after July 1, 1993 must have a degree in one of the following degree program areas:

- a. Psychology
- b. Sociology
- c. Social Science
- d. Police Science
- e. Welfare and Corrections
- f. Political Science
- g. Business Administration
- h. Public Administration
- i. Pre-Law
- j. Criminal Justice
- k. Criminology
- l. Any other degree program area which may be approved by the Sheriff

- 9.6 Training Premium: Whenever an employee classified as Deputy Sheriff I or II, or Correctional Officer I, II or Correctional Corporal or Dispatcher I or II, is specifically assigned and authorized by the Sheriff or Undersheriff for one (1) full working day or more to train another employee, such training employee shall have their regular pay rate increased by five percent (5%) for the training period.
- 9.7 Cross Training: Effective the pay period following adoption of this agreement employees in the class of Dispatcher who have been cross-trained as Correctional Officers or Correctional Officers cross-trained as Dispatchers shall receive a 3% increase in base pay. A minimum of one documented incident in which a Dispatcher has worked as a Correctional Officer and or Correctional Officer has worked as a Dispatcher shall receive a 3% increase in base pay for the entire month. A minimum of one documented incident per month as required receiving the pay. This pay will stay in effect for the entire month.
- 9.8 Longevity Pay: Upon ratification of this Memorandum of Understanding, employer agrees that for each employee that has reached the top of his/her salary range/step (Step F and above), that the employee shall receive a percentage rate of 2.5% Longevity pay every two years.
- 9.9 Canine Handler Pay: The parties are aware that the Fair Labor Standards Act (FLSA) requires compensation for hours worked over 40 hours per week. The care and maintenance of the canine can extend beyond a normal 40 hour work week; therefore, the parties estimate that the extended time the Canine Handler spends in all aspects of the care, feeding, exercise and maintenance of the canine on a monthly basis is fourteen (14) hours. The County will pay the Canine Handler five percent (5%) of base salary, which is equivalent of the extra fourteen (14) hours of the Deputy's base pay for all aspects of the care, feeding, exercise, and maintenance of the canine. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized.
- In addition to the Canine handler pay described above, assigned Canine Handler's shall be assigned a home retention vehicle, for the sole purposes of transporting their police service dog to and from work. The deputy will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-approved by the supervisor over the K-9 Program and are purchased in accordance with county purchasing policy. Training expenses for all mandatory canine training, replacement of Sheriff's Department owned equipment provided for use in the K-9 program, and all veterinary expenses incurred as the result of a service related injury or illness to the dog, including routine examinations and vaccinations of the service dog, shall be paid by the Department.
- 9.10 Classification and Compensation Study: County will conduct a comprehensive classification and compensation study (study), using a qualified consultant firm. The study will be completed as early as possible with a target date of June 30, 2016. Comparison counties will be established by the selected consultant subject to negotiation.

## **Article 10. Uniform Allowance**

- 10.1 Employee Uniform Allowance: Effective the pay period after adoption, Uniform Allowance shall be discontinued for all employees.
- 10.3 Personal Property Reimbursement: Employees shall be paid the cost of replacing or repairing uniforms, clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aides, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of the employee's duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from County facilities. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County shall establish the procedure to be followed by employees in submitting claims for damaged or replacement of items of personal property used on county business unless they have more than minor value and are listed in an inventory of such items which has received department head certification that such items are necessary for the conduct of County business.

## **Article 11. Insurance Plans**

- 11.1 Employees in this unit shall be covered by CalPERS medical insurance program. The County shall contribute up to the following monthly premiums.
1. Employee only coverage - \$501.59
  2. Employee + 1 dependent coverage - \$1003.18
  3. Employee + 2 or more dependents coverage - \$1304.13

Said amounts shall be available through the County's Flexible Benefit Plan.

For both current employees and future retirees, the County, for purposes of compliance with CalPERS regulations, shall contribute the minimum monthly premium for CalPERS medical insurance as required in the County's CalPERS contract. This minimum monthly premium is included in the County's contribution to the Flexible Benefit Plan as described hereinabove. Should the minimum monthly County contribution increase due to CalPERS requirements the new amount shall be included in (but shall not increase) the County's contribution to the Flexible Benefit Plan.

An employee who can provide the county with proof of other valid, current health insurance coverage may choose not to be covered by the CalPERS medical plan and shall receive \$250.00 monthly from the county in cash. Such cash amount is understood not to be considered compensation for CalPERS purposes.

If an employee is covered by another employee of the county this would disqualify them from receiving the \$250.00 benefit as CalPERS will not allow for double coverage. For cost saving efforts if any employee is or can be covered by another employee of the county, employees are required to apply for coverage under only one plan.

- 11.2 State Disability Insurance: The County agrees to transfer from SDI to PORAC Long Term Disability Insurance. The county will deduct the premium from the employee's paycheck.
- 11.3 Effective January 1, 2014, the county shall provide the employee \$85.00 per month towards Dental and/or Vision in addition to the amount provided for Medical Insurance in Section 11.1. The employee may choose annually to participate in Dental and or/Vision through the employer sponsored plan OR may receive the \$85.00 per month added to the paycheck and not participate in the employer sponsored Dental and/or Vision plan.
- 11.4 Life Insurance: Modoc County proposes to provide coverage up to \$45,000.00 per employee to coincide with open enrollment period.

#### **Article 12. Retirement Plan**

- 12.1 Public Employees Retirement System Contract: County agrees to maintain the current PERS contract that provides the 3% @ 50 retirement plan benefit to classifications covered by this Agreement. Employees in the dispatcher series classifications shall be covered by the County's "miscellaneous employees" PERS contract. If legislation is approved which provides options for enhanced PERS retirement options, the parties, upon request of the Association, agree to reopen negotiations regarding such options.
- New employees hired on or after January 1, 2013 shall have the PERS 2.7% @ 57 formulas as provided by the terms of the contract in effect between the county and California Public Employees' Retirement System. The employee contribution rate shall be 50 percent of the normal cost for the 2.7% @ 57 plan, rounded to the nearest quarter of 1 percent.
- 12.2. Employee's Contribution: Employees shall pay their own employee's portion of the PERS retirement contribution.
- 12.3 Sick Leave & Military Credit: County agrees to amend the PERS contract to provide for the Sick Leave Credit option and the Military Service Credit option for Safety employees.
- 12.4 Laborer's Pension: Both parties agree to developing a side letter prepared by each party's respective Counsel regarding the LIUNA settlement. (SIDE LETTER IN PROGRESS).

#### **Article 13. Paid Leave**

- 13.1 Vacation Leave: Employees shall accrue and be entitled to vacation leave with pay, in accordance with the following schedule:
- a. Ten (10) workdays upon completion of the equivalent of one (1) year of full-time continuous service, subject to reduction at the rate of ten-twelfths (10/12) of one

(1) day for each month (or major fraction thereof if the month is not completed) of unpaid absence. No vacation time may be used, nor shall any compensation therefore be due or payable at termination prior to the completion of one year of continuous service. The vacation formula set forth in this subsection shall apply to the first four years of service;

- b. One and one-fourth (1-1/4) days for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the fourth through the eleventh year of continuous full-time service;
- c. One and two-thirds (1-2/3) workdays for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the twelfth through the nineteenth year of continuous full-time service;
- d. Two and one-twelfth (2-1/12) workdays for and upon completion of each month of actual service (or major fraction thereof if the month is not completed) during the twentieth year and each year thereafter of continuous full-time service until termination of employment.

13.2 Vacation Leave - Use and Restrictions:

- a. Vacation entitlement accrued for the first year of continuous service shall be taken within twelve months of the time of accrual or right thereto shall be lost. Vacation entitlement accrued after the first year of continuous service shall be taken within twenty-four months of the time of accrual or right thereto shall be lost. Vacation taken shall be credited against the accumulated time which has been accrued the longest. The maximum time limits for vacation accrual may be extended by order of the Board of Supervisors, provided good cause is shown therefore. The department head shall determine when vacation leave may be taken. At the time of an employee's termination, any accumulated vacation leave may be paid off in a lump sum or taken off to serve to defer the termination date.
- b. Employees may cash in up to forty (40) hours of vacation time, once each year, paid by separate check from the regular pay check.
- c. Employees will be eligible to take one vacation per calendar year which is equal in duration to the employee's annual vacation (e.g., 15 day accrual = 15 day vacation). Such vacations shall be subject to approval of the Sheriff, giving due consideration to the needs of the department. Current procedures for granting vacations of lesser duration are not affected by this provision.



13.3 Sick Leave - Eligibility:

- a. On the day following completion of the equivalent of six months of continuous service, each employee (except elected officials) shall be allowed seven and one half (7-1/2) days of credit for sick leave with pay. Thereafter, for each additional calendar month of service, or the equivalent thereof, he shall be allowed one and one quarter (1-1/4) days of credit for sick leave with pay. There shall be no limitation the amount of sick leave which can be accumulated.
- b. All terminating employees who are eligible for retirement pay under the Public Employees Retirement System shall be entitled to a lump-sum payment equal to the salary equivalent of one-half (1/2) of their then accumulated sick leave, to a maximum of four hundred (400) hours of pay. Any such employee who has lost sick leave by reason of any prior maximum accumulation limitation shall be entitled to reinstatement of such lost sick leave in an amount which, when combined with accumulated sick leave, does not exceed one hundred days.

13.4 Sick Leave - Approval Required: The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. He/she may require the employee to submit substantiating evidence, including but not limited to, a physician's certificate. If the Department Head does not consider the evidence adequate, he shall disapprove the request for sick leave.

13.5 Sick Leave Incentive: Effective January 1, 2014, Sick Leave Incentive is to be eliminated.

13.6 SDI Coordination: See change to PORAC Long Term Disability

13.7 Family Sick Leave: The County shall implement Section 233 of the California Labor Code regarding family sick leave. Employees, each calendar year, may use an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, spouse, sister or brother of the employee. The above-stated six months accrued sick leave shall replace the forty (40) hours per fiscal year of employee sick leave that was available for family sick leave prior to January 1, 2000.

13.8 Bereavement Leave: Every employee shall be entitled to five days per episode of bereavement leave, which may be taken upon the death of a spouse, sibling, or anyone bearing a relationship of lineal consanguinity to the employee. Effective following adoption of this MOU by the Board of Supervisors, employees shall be entitled to five (5) days of bereavement leave per episode of death.

13.9 Holidays: All full-time employees shall be entitled to holidays with pay.

- a. As used in this section, "time worked" shall include any leave time taken.
- b. It has been determined that prior to 04/30/2013, the number of holiday hours an employee accrues annually is one hundred twenty eight (128) hours. (14 holidays, 2 floating holidays multiplied by 8 hour days).
- c. Effective January 1, 2014, each employee shall begin accruing sixty four (64) hours into a holiday time bank. As a result of the elimination of the additional sixty four (64) hours, three percent (3%) has been added to each employee's base pay.
- d. 5.3 hours shall be credited to each employee's holiday time bank at the beginning of each month.
- e. All holiday hours shall be used by December 31 of each year.
- f. Any unused holiday hours shall be paid out at the employee's base rate of pay shall be included in the pay period prior to December 31<sup>st</sup> of each year. Should an employee submit to take holiday hours as time off and be denied, then any hours not used by December 31st shall be paid at time and one half.

The following represent official county holidays:

1. New Year's Day - January 1
2. The third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
3. February 12th, known as "Lincoln Day"
4. The third Monday in February, known as "Presidents Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4th, known as "Independence Day"
7. The first Monday in September, known as "Labor Day"
8. The second Monday in October, known as "Columbus Day"
9. November 11th, known as "Veterans Day"
10. The Thursday in November appointed as "Thanksgiving Day"

11. The day after Thanksgiving Day
12. The day before Christmas Day
13. December 25th, known as "Christmas Day"
14. December 31st, known as "New Year's Eve"

#### **Article 14. Layoff Procedures**

- 14.1 Definition of Layoff: A "layoff" is an action or series of actions, where the Board of Supervisors determines that a reduction in the employment force is necessary, and as a consequence, an individual employee's employment with the county is terminated, subject to the conditions set forth herein.
- 14.2 Scope of Layoff Procedure: All county employees, excepting social service employees covered under state personnel procedure, shall be covered by the layoff procedure described herein.
- 14.3 Procedure for Determination of Layoff: Layoffs shall be made solely under the direction of the Board of Supervisors. Under the direction of the Board of Supervisors, the Sheriff may lay off employees for the following reasons:
  - a. Necessity, based on lack of funds or work;
  - b. In the interest of the economy, to reduce the departmental staff;
  - c. Return of another employee with greater seniority, from a leave of absence.
- 14.4 Order of Layoff:
  - a. The order of layoff among employees shall be as follows:
    1. Temporary/extra-help employees
    2. Probationary employees
    3. Permanent part-time employees
    4. Permanent employees

In each instance, the layoff will be in inverse order of seniority within the affected department. In the event two employees have equal seniority within a department, the employee with specialized skills to perform the required job duties shall be the last to be laid off.

14.5 Procedure in Lieu of Layoff:

- a. In lieu of being laid off in his present classification, an employee may elect to transfer to, or demote to, any class with the same or lower maximum salary in which the employee had served with permanent status in said employee's department or another department in the county in which he had previously served.
- b. In the event an employee elects to follow the procedure outlined in subsection a. of this section, the employee may not transfer or demote into such a job, if he would displace an employee whose total county service exceeds that of an employee transferring or demoting.
- c. An employee replaced by a demotion or transfer described in subsection a. of this section will have the same right as set forth in that subsection.

14.6 Layoff - Notice:

- a. Fourteen (14) calendar days before the effective date of the layoff, written notice of the intended layoff action will be provided to the affected employee. Said written notice shall state the reasons for which the layoff procedure is necessary, together with the effective date of the action. A copy of the layoff procedure shall be made a part of the notice.
- b. An employee receiving such written notice shall have five (5) working days in which to reply. Within the five-day period, the employee shall notify his Department Head in writing of the alternative the affected employee has selected, if any.

- 14.7 Reemployment Rights: Permanent and probationary employees laid off shall be placed on a reemployment list for the class in which they were employed. The list will be established and maintained by the Auditor in the inverse order of the layoff within specific classifications in each department. Persons on this list will be afforded the first opportunity for appointment to any future employment in said class, for a period of one year. An employee, if recalled within one year, will resume employment with all the rights and benefits as though the employee had returned from an unpaid leave of absence, including accumulation of seniority, unpaid or unused vacation and sick leave, and reinstatement at the salary step level previously held. If an employee refuses employment after recall from such reemployment list, his name shall be removed from the list.

**Article 15. Miscellaneous Provisions**

- 15.1 IRS-125 Plan: The County shall provide an IRS-125 Plan for employees in this unit.

- 15.2 Military Absences:

- a. The County Auditor is designated to administer the mandatory military absence provisions of the Military and Veterans Code, and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are incorporated in the ordinance codified in this chapter, and are also delegated to the County Auditor for administration.
- b. A specific calendar period of military leave shall be established for each employee who is granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave, and thereafter be terminated; provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.
  1. An employee who is a member of the reserve corps of the armed forces, of the National Guard, or the Naval Militia, and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of one hundred eighty (180) days or less (including travel time) shall be maintained in his position and, upon his return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave, and benefits arising from seniority in the county and in his position which he would have accrued had he not been absent on military leave.
  2. An employee who takes military leave other than described in b.1. above, shall have the right, if released under other than dishonorable conditions, including while on terminal leave, to return to his former position within three months after termination of his active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence, except as provided in subsection (b) (3) of this section, but following his return to duty, such employee shall resume accrual of all benefits as though he had not been absent on military leave.
  3. An employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with subsection (b) (1) or (b) (2) above shall receive a payment equivalent to the salary he would have otherwise received for the first thirty calendar days of the military leave, upon submitting satisfactory evidence of military service. Only one such payment shall be made during any one period of ordered military service, and the total amount of such payments shall not exceed the equivalent of thirty calendar days' salary in any one fiscal year. For the purpose of determining the one year of continuous service with respect to subsection (b) (1) above, all service in the recognized military service shall be counted.

- c. Any employee who resigns to enter military service shall have the right to return to county employment within six months of the termination of his active military service; provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or cause to have terminated his active military service the employee shall be entitled to such status as he would have if he had not resigned. In all other regards, he shall be treated as a new employee.

15.3 Probationary Period:

- a. Persons entering the county service shall serve a probationary period of twelve (12) months, such period to run from the first of the month following the date of employment; or, in the event the employment is on the first day of the month, then from that date. The length of individual probationary periods shall be increased by adding thereto periods of time during which an employee, while serving as a probationer, is absent from his position. However, a person reemployed in a position in which he was previously a regular employee and from which he was separated in good standing shall not be required to serve the probationary period if such reemployment occurs within two (2) years from the date of separation.
- b. Probationary Period - Following Promotion: An employee who is promoted to a new position in a higher range shall serve a six (6) month probationary period before attaining regular employee status in that position. Any probationary period following promotion shall have no effect on vacation, health insurance, or sick leave benefits. An employee who receives a substandard evaluation during this period may have the probation period extended by up to six months.
- c. Probationary Employees - Discharge Procedure: Any probationer may be discharged by the Department Head during the probationary period. An employee discharged during their probationary period shall have no right to appeal their discharge. An employee serving a promotional probation period who does not pass their probation period shall have the right to return to their former position provided that they have permanent status in the former position.

15.4 Personnel Rules: At the County's request, the parties agree to meet and conferto adopt countywide rules regarding issues of liability.

15.5 Medical Termination: An employee may be terminated when the employee's ability to perform his/her essential functions has been impaired through illness or injury. Termination shall not occur sooner than six (6) months after the employee has exhausted all their paid leave (i.e., benefit) time. Medical termination shall not be considered a disciplinary action and no right to appeal shall be available. An employee with an accepted work related illness or injury shall not be subject to these provisions.

- 15.6 Medical Reinstatement: An employee who was medically terminated and is no longer incapacitated, may, with the approval of the department head, be reinstated to a vacant position in the class from which they were terminated. Request from the employee must be made within six (6) calendar months from the date of medical termination. Employees who are medically reinstated shall be considered to be a new employee for purposes such as probationary period, seniority, benefit accumulation, etc.
- 15.7 Preparation of Memorandum of Understanding: The parties agree that it is important to prepare this agreement as quickly as possible and both agree to do so in the most expeditious fashion possible following adoption of this agreement by the Board of Supervisors.
- 15.8 Class Specifications: The parties agree to modify/develop class specifications for Correctional Officer, Deputy Sheriff and Dispatcher class series and address the issue of how an employee promotes/moves up in class; and what standards/criteria are necessary for such promotion. Discussions on these issues to take place in February 2010.
- 15.9 Reimbursement for Expenditures for POST Certified Training: Whenever an employee attends California Peace Officers Standards and Training (POST) certified training, the subsistence allowance that is annually established by the Commission of POST shall be advanced to the employee prior to leaving for training. Employees shall submit lodging receipts and any other receipts required by POST for reimbursement to the Sheriff's Office.

#### **Article 16. Recommendation of Representatives**

- 16.1 The representatives of the County and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the County of Modoc and the general membership of the Association, that this Memorandum of Understanding be adopted and ratified and that the wages, hours, and other terms and conditions set forth herein be implemented.

#### **Article 17. No Strike - No Lockout**

17.1 Prohibited Conduct:

- a. The Association, its officers, agents, representatives, and/or members, agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

- b. The Sheriff-Coroner agrees that the County will not lock out the employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, lay-off, failure to recall, or failure to return to work of employees in the exercise of their rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.
- c. Any employee who participates in any conduct prohibited above may be subject to disciplinary action up to and including discharge.

17.2 Association Responsibility:

- a. In the event that any one or more employees, agents, representatives, or members of the Association engage in any of the conduct prohibited in 17.1 a. above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and they must immediately cease engaging in conduct prohibited in 17.1 a. above and return to work.
- b. If the Association performs all of the responsibilities set forth in 17.2 a. above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of 17.1 a. above.




Office of Administration  
Received  
OCT 19 2015

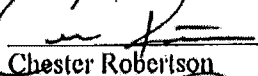
sending a certified letter (return receipt requested) to UPEC headquarters, 1800 Park Marina Drive, Redding, CA 96001 and a copy to the Modoc County personnel office. This letter shall be postmarked during the thirty (30) day window period, and shall state that the employee is resigning his/her membership and is revoking his/her check-off authorization

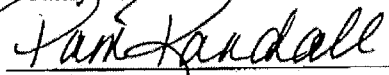
Article 16: Closing Provisions

- 16.1 Completion of Negotiations - This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code 3500. The Parties shall commence the meet and confer process following completion of the classification and compensation study or within one month of completion, whichever first occurs. 16.2 The term of this MOU shall be September 1, 2015 to December 31, 2016

COUNTY OF MODOC

  
\_\_\_\_\_  
David Prentice  
Prentice, Long & Epperson  
County Negotiator  
10/27/15  
Date

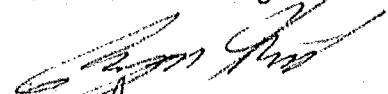
  
\_\_\_\_\_  
Chester Robertson  
County Administrative Officer  
10/23/15  
Date

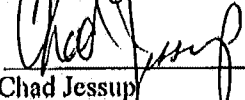
  
\_\_\_\_\_  
Pam Randall  
CFO/Assistant CAO  
10-20-15  
Date

  
\_\_\_\_\_  
Kathie Rhoads  
Chair, Board of Supervisors  
10-27-15  
Date

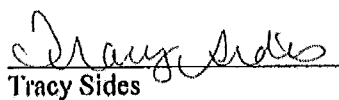
UNITED PUBLIC EMPLOYEES OF CA  
LOCAL 792, LIUNA, AFL-CIO  
(General Unit)

  
\_\_\_\_\_  
Chris Darker  
UPEC Business Manager  
10-16-15  
Date


  
\_\_\_\_\_  
Ryan Helton  
UPEC Negotiator  
10-16-15  
Date

  
\_\_\_\_\_  
Chad Jessup  
General Unit Representative  
10/16/15  
Date

  
\_\_\_\_\_  
Parca Graham  
General Unit Representative  
10/21/15  
Date

  
\_\_\_\_\_  
Tracy Sides  
General Unit Representative  
10/21/15  
Date

  
\_\_\_\_\_  
Alisha Romesha  
General Unit Representative  
10/22/15  
Date

  
\_\_\_\_\_  
Lillian Toaetolu  
General Unit Representative  
10/24/15  
Date

Modoc County DSA Bargaining Unit Attachment A: Classification and Salary List			DSA Unit
Class Code	Class Description	Range	Salary Steps A-F
1092	Correctional Officer I	176	\$2,491 - \$3,179
1093	Correctional Officer II	186	\$2,615 - \$3,337
1094	Correctional Officer III	196	\$2,746 - \$3,504
1116	Deputy Sheriff I	186	\$2,615 - \$3,337
1116A	Deputy Sheriff/I/Bailiff	186	\$2,615 - \$3,337
1117	Deputy Sheriff II	196	\$2,746 - \$3,504
1118	Sheriff's Sergeant	225	\$3,162 - \$4,036
1186	Dispatcher I	172	\$2,443 - \$3,117
1187	Dispatcher II	182	\$2,566 - \$3,275
1197	Dispatcher III	192	\$2,692 - \$3,436
1189	Chief Civil Deputy	225	\$3,162 - \$4,036

## ATTACHMENT A -- PAY RATES

DSA Member Salary Range and Step Table with 3% and \$75.00 roll into base pay

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F
168	2398	2518	2644	2776	2915	3061
169	2409	2529	2656	2789	2928	3073
170	2420	2541	2668	2801	2942	3088
171	2432	2554	2681	2815	2956	3105
172	2443	2565	2693	2828	2969	3117
173	2454	2577	2706	2841	2983	3132
174	2467	2590	2720	2856	2999	3149
175	2479	2603	2733	2870	3013	3165
176	2491	2616	2746	2884	3028	3179
177	2504	2629	2761	2899	3044	3195
178	2516	2642	2774	2913	3058	3212
179	2528	2654	2787	2926	3073	3226
180	2541	2668	2801	2942	3089	3242
181	2553	2681	2815	2955	3103	3259
182	2566	2694	2829	2970	3119	3275
183	2578	2707	2842	2984	3134	3290
184	2590	2720	2855	2998	3148	3306
185	2603	2733	2870	3013	3164	3323
186	2615	2746	2883	3027	3179	3337
187	2627	2758	2896	3041	3193	3353
188	2640	2772	2911	3056	3209	3371
189	2652	2785	2924	3070	3224	3385
190	2665	2798	2938	3085	3239	3401
191	2679	2813	2954	3101	3256	3420
192	2692	2827	2968	3116	3272	3436
193	2706	2841	2983	3133	3289	3453
194	2719	2855	2998	3148	3305	3470
195	2732	2869	3012	3163	3321	3487
196	2746	2883	3027	3179	3338	3504
197	2759	2897	3042	3194	3354	3522
198	2773	2912	3057	3210	3371	3541
199	2786	2925	3072	3225	3386	3555
200	2799	2939	3086	3240	3402	3572
201	2813	2954	3101	3256	3419	3591
202	2826	2967	3116	3271	3435	3607
203	2840	2982	3131	3288	3452	3625
204	2853	2996	3145	3303	3468	3641
205	2866	3009	3160	3318	3484	3657
206	2881	3025	3176	3335	3502	3677
207	2895	3040	3192	3351	3519	3696

RANGE	STEP 1 A	STEP 2 B	STEP 3 C	STEP 4 D	STEP 5 E	STEP 6 F
208	2910	3056	3208	3369	3537	3714
209	2924	3070	3224	3385	3554	3732
210	2938	3085	3239	3401	3571	3750
211	2953	3101	3256	3418	3589	3770
212	2967	3115	3271	3435	3606	3787
213	2982	3131	3288	3452	3625	3806
214	2996	3146	3303	3468	3642	3823
215	3011	3162	3320	3486	3660	3843
216	3025	3176	3335	3502	3677	3861
217	3039	3191	3350	3518	3694	3880
218	3054	3207	3367	3535	3712	3898
219	3068	3221	3382	3552	3729	3915
220	3084	3238	3400	3570	3749	3936
221	3099	3254	3417	3587	3767	3955
222	3114	3270	3433	3605	3785	3974
223	3130	3287	3451	3623	3805	3995
224	3146	3303	3468	3642	3824	4015
225	3162	3320	3486	3660	3843	4036

## ATTACHMENT A -- PAY RATES

DSA Member Salary Range and Step Table with 3% and \$75.00 roll into base pay

RANGE	STEP 7 F + 2.5%	STEP 8 F + 5.0%	STEP 9 F + 7.5%	STEP 10 F + 10%	STEP 11 F + 12.5%	STEP 12 F + 15%	STEP 13 F + 17.5%	STEP 14 F + 20%	STEP 15 F + 22.5%	STEP 16 F + 25%
168	3137	3215	3296	3378	3463	3549	3638	3729	3822	3918
169	3150	3229	3309	3392	3477	3564	3653	3744	3838	3934
170	3165	3244	3325	3409	3494	3581	3671	3762	3856	3953
171	3183	3262	3344	3427	3513	3601	3691	3783	3878	3975
172	3195	3275	3357	3441	3527	3615	3705	3798	3893	3990
173	3210	3291	3373	3457	3544	3632	3723	3816	3911	4009
174	3228	3308	3391	3476	3563	3652	3743	3837	3933	4031
175	3244	3325	3408	3494	3581	3670	3762	3856	3953	4051
176	3258	3340	3423	3509	3597	3687	3779	3873	3970	4069
177	3275	3357	3441	3527	3615	3705	3798	3893	3990	4090
178	3292	3375	3459	3545	3634	3725	3818	3914	4011	4112
179	3307	3389	3474	3561	3650	3741	3835	3931	4029	4130
180	3323	3406	3491	3579	3668	3760	3854	3950	4049	4150
181	3340	3424	3510	3597	3687	3779	3874	3971	4070	4172
182	3357	3441	3527	3615	3705	3798	3893	3990	4090	4192
183	3372	3457	3543	3632	3722	3815	3911	4009	4109	4211
184	3389	3473	3560	3649	3740	3834	3930	4028	4129	4232
185	3406	3491	3579	3668	3760	3854	3950	4049	4150	4254
186	3420	3506	3594	3683	3776	3870	3967	4066	4167	4272
187	3437	3523	3611	3701	3794	3888	3986	4085	4187	4292
188	3455	3542	3630	3721	3814	3909	4007	4107	4210	4315
189	3470	3556	3645	3736	3830	3926	4024	4124	4227	4333
190	3486	3573	3663	3754	3848	3944	4043	4144	4247	4354
191	3506	3593	3683	3775	3869	3966	4065	4167	4271	4378
192	3522	3610	3700	3793	3888	3985	4084	4186	4291	4398
193	3539	3628	3719	3811	3907	4004	4105	4207	4312	4420
194	3557	3646	3737	3830	3926	4024	4125	4228	4334	4442
195	3574	3664	3755	3849	3945	4044	4145	4249	4355	4464
196	3592	3681	3773	3868	3964	4064	4165	4269	4376	4485
197	3610	3700	3793	3888	3985	4084	4187	4291	4398	4508
198	3630	3720	3813	3909	4006	4106	4209	4314	4422	4533
199	3644	3735	3828	3924	4022	4123	4226	4331	4440	4551
200	3661	3753	3847	3943	4041	4142	4246	4352	4461	4572
201	3681	3773	3867	3964	4063	4164	4269	4375	4485	4597
202	3697	3790	3884	3981	4081	4183	4288	4395	4505	4617
203	3716	3809	3904	4001	4101	4204	4309	4417	4527	4640
204	3732	3825	3921	4019	4119	4222	4328	4436	4547	4661
205	3748	3842	3938	4037	4138	4241	4347	4456	4567	4681
206	3769	3863	3960	4059	4160	4264	4371	4480	4592	4707
207	3788	3883	3980	4080	4182	4286	4393	4503	4616	4731
208	3807	3902	4000	4100	4202	4307	4415	4525	4638	4754
209	3825	3921	4019	4119	4222	4328	4436	4547	4661	4777
210	3844	3940	4038	4139	4243	4349	4458	4569	4683	4800
211	3864	3961	4060	4161	4265	4372	4481	4593	4708	4826
212	3882	3979	4078	4180	4285	4392	4502	4614	4729	4848

RANGE	STEP 7 F + 2.5%	STEP 8 F + 5.0%	STEP 9 F + 7.5%	STEP 10 F + 10%	STEP 11 F + 12.5%	STEP 12 F + 15%	STEP 13 F + 17.5%	STEP 14 F + 20%	STEP 15 F + 22.5%	STEP 16 F + 25%
213	3901	3999	4099	4201	4306	4414	4524	4637	4753	4872
214	3919	4017	4117	4220	4325	4434	4544	4658	4774	4894
215	3939	4038	4138	4242	4348	4457	4568	4682	4799	4919
216	3958	4056	4158	4262	4368	4478	4590	4704	4822	4942
217	3977	4076	4178	4283	4390	4500	4612	4727	4846	4967
218	3995	4095	4198	4303	4410	4520	4633	4749	4868	4990
219	4013	4113	4216	4321	4429	4540	4654	4770	4889	5012
220	4034	4135	4239	4345	4453	4565	4679	4796	4916	5038
221	4054	4155	4259	4366	4475	4587	4701	4819	4939	5063
222	4074	4176	4280	4387	4497	4609	4724	4842	4963	5087
223	4095	4197	4302	4409	4520	4633	4749	4867	4989	5114
224	4116	4218	4324	4432	4543	4656	4773	4892	5014	5140
225	4136	4240	4346	4455	4566	4680	4797	4917	5040	5166

# ATTACHMENT A -- PAY RATES

DSA Member Salary Range and Step Table with 3% and \$75.00 roll into base pay

RANGE	STEP 17 F + 27.5%	STEP 18 F + 30%	STEP 19 F + 32.5%	STEP 20 F + 35%	STEP 21 F + 37.5%	STEP 22 F + 40%	STEP 23 F + 42.5%	STEP 24 F + 45%	STEP 25 F + 47.5%
168	4016	4116	4219	4324	4433	4543	4657	4773	4893
169	4032	4133	4236	4342	4451	4562	4676	4793	4913
170	4052	4153	4257	4363	4472	4584	4699	4816	4937
171	4074	4176	4280	4387	4497	4609	4725	4843	4964
172	4090	4192	4297	4404	4514	4627	4743	4861	4983
173	4109	4212	4317	4425	4536	4649	4766	4885	5007
174	4132	4235	4341	4449	4561	4675	4792	4911	5034
175	4153	4257	4363	4472	4584	4698	4816	4936	5060
176	4171	4275	4382	4492	4604	4719	4837	4958	5082
177	4192	4297	4404	4514	4627	4743	4862	4983	5108
178	4214	4320	4428	4538	4652	4768	4887	5010	5135
179	4233	4339	4447	4558	4672	4789	4909	5031	5157
180	4254	4360	4469	4581	4695	4813	4933	5056	5183
181	4276	4383	4493	4605	4720	4838	4959	5083	5210
182	4297	4405	4515	4627	4743	4862	4983	5108	5236
183	4317	4425	4535	4649	4765	4884	5006	5131	5260
184	4338	4446	4557	4671	4788	4908	5030	5156	5285
185	4360	4469	4581	4695	4813	4933	5056	5183	5312
186	4378	4488	4600	4715	4833	4954	5078	5205	5335
187	4399	4509	4622	4738	4856	4978	5102	5230	5360
188	4423	4534	4647	4763	4882	5004	5129	5258	5389
189	4441	4552	4666	4783	4902	5025	5151	5279	5411
190	4462	4574	4688	4806	4926	5049	5175	5304	5437
191	4487	4600	4715	4832	4953	5077	5204	5334	5467
192	4508	4621	4737	4855	4976	5101	5228	5359	5493
193	4531	4644	4760	4879	5001	5126	5254	5386	5520
194	4553	4667	4783	4903	5026	5151	5280	5412	5547
195	4575	4690	4807	4927	5050	5176	5306	5439	5574
196	4598	4712	4830	4951	5075	5202	5332	5465	5602
197	4621	4737	4855	4976	5101	5228	5359	5493	5630
198	4646	4762	4881	5003	5128	5257	5388	5523	5661
199	4664	4781	4901	5023	5149	5277	5409	5545	5683
200	4687	4804	4924	5047	5173	5303	5435	5571	5710
201	4712	4829	4950	5074	5201	5331	5464	5601	5741
202	4733	4851	4972	5097	5224	5355	5488	5626	5766
203	4756	4875	4997	5122	5250	5381	5516	5654	5795
204	4777	4897	5019	5145	5273	5405	5540	5679	5821
205	4798	4918	5041	5167	5296	5429	5565	5704	5846
206	4825	4945	5069	5196	5325	5459	5595	5735	5878
207	4849	4971	5095	5222	5353	5487	5624	5764	5909

RANGE	STEP 17 F + 27.5%	STEP 18 F + 30%	STEP 19 F + 32.5%	STEP 20 F + 35%	STEP 21 F + 37.5%	STEP 22 F + 40%	STEP 23 F + 42.5%	STEP 24 F + 45%	STEP 25 F + 47.5%
208	4873	4995	5120	5248	5379	5513	5651	5793	5937
209	4897	5019	5145	5273	5405	5540	5679	5821	5966
210	4920	5043	5169	5299	5431	5567	5706	5849	5995
211	4947	5070	5197	5327	5460	5597	5737	5880	6027
212	4969	5093	5220	5351	5485	5622	5762	5906	6054
213	4994	5119	5247	5378	5512	5650	5791	5936	6084
214	5016	5142	5270	5402	5537	5675	5817	5963	6112
215	5042	5168	5298	5430	5566	5705	5848	5994	6144
216	5066	5193	5322	5455	5592	5732	5875	6022	6172
217	5091	5218	5349	5482	5619	5760	5904	6051	6203
218	5115	5242	5373	5508	5645	5787	5931	6080	6232
219	5137	5265	5397	5532	5670	5812	5957	6106	6259
220	5164	5294	5426	5562	5701	5843	5989	6139	6292
221	5190	5319	5452	5589	5728	5872	6018	6169	6323
222	5215	5345	5479	5616	5756	5900	6047	6199	6354
223	5241	5373	5507	5644	5786	5930	6079	6230	6386
224	5268	5400	5535	5673	5815	5961	6110	6262	6419
225	5295	5427	5563	5702	5845	5991	6141	6294	6452



**ATTACHMENT B  
GRIEVANCE PROCEDURE  
FOR THE EMPLOYEES OF MODOC COUNTY**

**1. Policy**

In order to establish and maintain a harmonious and cooperative relationship between Modoc County and its employees, it is recognized that county management has a responsibility to provide an orderly, fair and expeditious means of resolving problems arising from working relationships and conditions of employment. In addition, employees are assured of having the right access to such a procedure, free from interference, restraint, coercion or reprisal.

**2. Definition**

A grievance is defined as a complaint of an employee with status in the classified service of the county relating to a dispute over the interpretation of a provision of the current Memorandum of Understanding. Performance evaluations and written warning notices are not subject to the grievance procedure. Employees are entitled to provide a written response to a performance evaluation or a written warning notice.

This procedure shall not be used in cases covered by State or Federal law, Personnel System Rules Section XIII and XIV (Personnel Actions and Appeals). Step 3.B.III of this procedure shall be available only to employees who have obtained permanent status in the classified service of the county.

**3. Procedure**

**a. Informal Grievance Procedure**

The informal procedure must be exhausted before an employee may initiate the formal procedure. Within ten (10) working days of the event giving rise to a complaint, or of the date the employee could reasonably be expected to have had knowledge of such event, the employee shall informally present the complaint to his/her immediate supervisor for resolve. The supervisor shall have five (5) working days to respond. If the employee is dissatisfied with the response to the complaint, or if no response is provided, the employee may, within five (5) working days after the response was due, submit the complaint as a formal grievance in accordance with the following procedure.

**b. Formal Grievance Procedure**

The grievant (employee) may be represented by a person of his/her choice at any step of this procedure.

**Step I** – The grievance shall be formally submitted to the immediate supervisor in writing on the form provided for this purpose, clearly stating the nature of the grievance and giving time, place, other persons involved and any other pertinent information. The immediate supervisor shall,

within five (5) working days of receipt of the grievance, supply an answer in writing to the grievance explaining clearly his/her decision, proposed action and reasons therefore.

**Step II** – Should the grievant be in disagreement with the written answer from the immediate supervisor, he/she may, within three (3) working days of receipt of such written answer, appeal in writing to the department head. (Note: In the event the department in which the grievant is employed has one or more supervisory/management levels between the grievant's immediate supervisor and the department head, Step I of this procedure shall be followed at each level). The department head shall confer with the grievant and prior level(s) of supervision involved in an attempt to affect a harmonious solution. After fully investigating the matter, the department head shall reply in writing within five (5) working days following receipt of such written appeal, stating the action and the reasons therefore.

**Step III** – If the grievance is not resolved within the department, the grievant may, within three (3) working days after receipt of the department head's written decision, appeal in writing to the County Administrative Officer.

The employee organization designee shall be granted release time to participate in Grievance Panel activities.

#### **4. Handling during Working Hours**

Grievances shall be handled during normal working hours whenever possible. The grievant shall be given release time as may be reasonable and necessary to properly present his/her grievance.

#### **5. Time Limits**

Every effort should be made to complete action within the time limits contained in this procedure. For good cause shown, however, the Grievance Panel may grant an extension of time not to exceed ten (10) working days for any person to take any action under this procedure.

#### **6. Grievance Filing**

The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in this procedure at which each is resolved.

#### **7. Appeal Hearing**

- A. Upon receipt of a written notice of appeal, the County Administrative Officer shall check it as to form and timeliness and shall then select the county representative of the Labor Relations Committee. The appellant shall notify the County Administrative Officer with the name of his/her representative to the committee. The two committee members shall jointly request a list of five (5) working days after receiving the list of neutrals; the parties shall select a name from the list and shall notify the State Conciliation Service of the name of the selected Hearing Officer. If the parties are unable to agree on a name, the hearing Officer shall be selected by alternately striking a name from the list with the first

option to strike determined by lot. Any cost of the service of the Hearing Officer shall be shared equally by the parties.

- B. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, and be represented and with findings to support the decision.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the hearing officer will issue subpoenas and subpoena duces tecum.

- 1) Findings. The hearing officer shall issue a written decision and findings which shall be final and binding.
- 2) Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety (90) days of the date of the decision of the Hearing Officer.

## **ATTACHMENT C**

### **DISCIPLINARY PROCEDURES: AUTHORITY AND CAUSE FOR DISCIPLINE**

1. An appointing authority may, for cause, impose discipline on an employee occupying a permanent position, providing, however, that the Department of Social Services employees are excluded from the disciplinary provisions of this chapter.
2. Employees may be disciplined for any cause, including, but not limited to:
  - a. Omission or willful misrepresentation of material fact or other fraud in securing employment;
  - b. Incompetence;
  - c. Inefficiency;
  - d. Inexcusable neglect of duties;
  - e. Insubordination;
  - f. Dishonesty;
  - g. Improper use of drugs, including drunkenness on duty, use of drugs while on duty, incapacitation for proper performance of duties by prior use of drugs. The term "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;
  - h. Willful disobedience;
  - i. Misuse of county property;
  - j. Inconsistent, incompatible or conflicting employment, activity or enterprise;
  - k. Violation of a departmental rule or county policy or regulation;
  - l. Neglect or willful damage to public property or waste of supplies or equipment;
  - m. Excessive absenteeism

## **TYPES OF DISCIPLINARY ACTION**

1. Major discipline shall include:
  - a. Suspension of more than five (5) days
  - b. Demotion, including salary step reductions
  - c. Reduction in compensation
  - d. Dismissal
2. The following actions shall not be considered disciplinary actions:
  - a. Verbal reprimands
  - b. Written reprimands
  - c. Employee performance evaluations

## **IMPOSING DISCIPLINARY ACTION**

1. The county recognizes the concept of progressive discipline, and it is understood that progressive discipline will be utilized whenever appropriate. When a Department Head intends to impose disciplinary action on a permanent employee that involves suspension of more than five (5) days, demotion, reduction in compensation or dismissal, the following procedures shall be followed. For suspensions of five (5) days or less, or reductions in compensation equal in dollar value to five (5) days or less suspension, the same steps shall be followed except that employees do not have the right to appeal such discipline. This shall in no way abridge, delete or alter such rights as public safety employees receive pursuant to the Public Safety Officer Procedural Bill of Rights Act.
  - a. The Department Head shall issue a written notice of the proposed action to the employee which shall contain the following:
    - 1) The employee's name and address
    - 2) Classification
    - 3) Proposed action
    - 4) The reason for such proposed action
    - 5) A statement that copies of the materials upon which the proposed action is based are attached or available for inspection upon request
    - 6) A notice that the employee has a right to respond to the charges, either orally, or in writing, to the Department Head initiating the action

7) The date and time by which the employee must respond to the charges in order that they may be considered before the proposed action is executed

8) The date and time at which the proposed action is to take place

The written notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three (3) calendar days after the date of mailing by the county.

- b. After the date established for an employee to respond to the charges has passed, and the Department Head had duly considered the evidence provided, the Department Head may decide to:
  - 1. Follow through with the proposed action as stated
  - 2. Modify the proposed action
  - 3. Rescind the proposed action
- c. After completion of the review process as outlined above, a Department Head still wishing to impose a suspension, demotion, reduction in compensation, or dismissal, shall issue a notice in writing stating:
  - 1. A description of the disciplinary action taken and its effective date or dates;
  - 2. The reason for such action;
  - 3. A statement advising the employee of the right to appeal said action and the time within which the employee must file the appeal.

The written notice shall either be given to the employee in person or mailed. If mailed, the notice shall be deemed to have been received three calendar days after the date of mailing by the county.

- 2. The results of disciplinary actions shall be placed in the employee's personnel file if discipline is sustained.
- 3. In certain unusual situations, it may be in the best interests of the county and the department in which an alleged violation has occurred that an employee remains away from his/her work location while the procedures outlined above is being implemented. A Department Head may place an employee on leave with pay. Leave with pay shall only be used where the alleged violation is of such a nature that the operation of the county and

the department would be better served with the employee away from the work site.

### **APPEAL OF DISCIPLINARY ACTION**

1. The employee acted against, may within ten (1) workdays after service on him or mailing to him of the order, appeal through the County Clerk to the labor Relations Committee from such order, which appeal shall be in writing. The County Clerk shall check it as to form and timeliness then refer the appeal to the County Administrative Officer for hearing.

### **APPEAL HEARING**

1. Upon receipt of a written notice of appeal, the County Administrative Officer shall then select the county representative of the Labor Relations Committee. The appellant shall notify the County Administrative Officer with the name of his/her representative to the committee. The two committee members shall jointly request a list of five (5) neutrals from the State Conciliation Service. Within five (5) working days after receiving the list of neutrals, the parties shall select a name from the list and shall notify the County Administrative Officer of the name of the selected Hearing Officer. The County Administrative Officer will then notify the State conciliation Service of the selection. If the parties are unable to agree on a name, the hearing Officer shall be selected by alternately striking a name from the list with the first option to strike determined by lot. The Labor Relations Committee shall within fifteen (15) working days from the filing of the appeal, commence the hearing thereof and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance thereof. The time limits herein imposed may be extended by mutual consent of the parties.

Any cost of the service of the Hearing Officer shall be shared equally by the parties.

2. The hearing shall be conducted before the Hearing Officer as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross-examine opposing witnesses, be represented and require findings to support the decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Failure to enter timely objection to evidence constitutes a waiver of the objection. Upon request of any party, the Hearing Officer will issue subpoenas and subpoena duces tecum.
  - a. Findings. The Hearing Officer shall issue a written decision and findings which shall be final and binding.

- b. Appeal to the courts. Should the employee or the county choose to appeal the decision to the courts, said appeal or writ shall be filed within ninety (90) days of the date of the decision of the Hearing Officer.



**ATTACHMENT D**  
**ZERO TOLERANCE POLICY**  
**AGAINST HARASSMENT**

The County of Modoc will not tolerate any form of harassment, including sexual harassment, in the workplace. Any employee engaging in harassment will be subject to disciplinary action, up to and including termination.

Retaliation against a person for filing a harassment charge or making a harassment complaint will also not be tolerated. Any employee found to be retaliating against another employee will be subject to disciplinary action, up to and including termination.

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## **I. PURPOSE OF THE POLICY**

The purpose of this policy is to restate and reaffirm that, according to Federal and State law and county policy, the county will take all reasonable steps to prevent, prohibit, and take appropriate action against harassment in the workplace. The policy also clarifies what constitutes harassment, and explains the procedures involved in investigating and resolving harassment complaints. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

## **II. STATEMENT OF INTENT**

The County of Modoc recognizes that our success depends upon our employees. All employees deserve to perform their jobs in a workplace that is free from harassment, where each individual is a respected member of the team and is allowed to function at their highest potential. When one employee harasses another, he or she violates the rights of that person to perform their job under safe and secure conditions. Harassment undermines individual and team achievement and damages employee morale. It is unacceptable behavior for any county employee and will not be tolerated in any form.

## **III. ZERO TOLERANCE**

The county is committed to providing a workplace free of all types of harassment, including but not limited to, those based on:

- Sex (including harassment based on gender, pregnancy, childbirth, or related medical conditions)
- Race
- Color
- Religion
- National origin
- Ancestry
- Age
- Physical disability
- Mental disability
- Medical condition
- Marital status
- Sexual orientation
- Family care or medical leave status
- Veteran status

As the legal standards and consequences of harassment are constantly evolving, the county policy is one of "zero tolerance". This means that our policy prohibits all harassment, even if it may not be considered illegal. This is because the county strongly believes that all employees deserve to be treated with respect, dignity, and professionalism. It does not matter whether or not an accused employee intended to offend another employee, or whether they believed their

comments or actions were welcomed by another employee. The county policy is violated whenever an employee, either as a recipient or as an observer, is offended by comments, behavior, or material which is based on those protected harassment categories outlined above.

Male and female workers may be victims of sexual and other forms of harassment by harassers of either gender. Harassment can occur between a supervisor and subordinate, between co-workers, or between an employee and an outside vendor or citizens. Under this "zero tolerance" policy, the county will not tolerate any harassment of its employees by any person encountered in the workplace, including co-workers, supervisors, managers, Board of Supervisor members, Board or Commission members, vendors or citizens. Any employee engaging in harassing behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

In addition, any retaliation against an employee for making a harassment charge, filing a harassment complaint, or participating in a harassment investigation will not be tolerated and will be taken as seriously as harassment itself. Any employee engaging in retaliatory behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

#### **IV. DEFINITION OF HARASSMENT**

Both Federal and State law recognize two kinds of sexual harassment, the second of which encompasses other types of harassment as well. They are:

- **"Quid Pro quo" Harassment** – This type of harassment occurs when submission to some form of unwelcome sexual advance is used either as a condition of employment, or as the basis for employment decisions affecting an employee. This could range from receiving a poor performance evaluation after refusing to date the reviewer, to sexual favors being requested in exchange for a promotion. Quid Pro Quo harassment can only be engaged in by an employee in a position of authority over the complainant.
- **"Hostile Environment" Harassment** – This type of harassment occurs when unwelcome verbal, physical, and/or visual conduct based on any of the protected harassment categories has the purpose or effect of unreasonably interfering with an individual's work performance, or when such conduct creates an intimidating hostile, or offensive work environment. The prohibited conduct need not be directed specifically at an employee in order for a hostile environment to exist and typically involves more than a single incident or event. This is a much broader category and examples of this type of harassment include, but are not limited to the following:
  - a. repeated requests for dates, by either the same or the opposite gender
  - b. making derogatory comments or telling jokes or stories about minority groups, ethnicities, or nationalities, such as "black, Irish, Polish or Arab, "etc.
  - c. making "limp hand" gestures or waling in a mincing way in reference to a person's sexual orientation.

- d. belittling religious beliefs, such as telling Catholic jokes regarding birth control or advancing religious stereotypes, such as that Jews are stingy; making references to an employee's age, such as that they are too young and inexperienced to do their job, or too old to understand a new concept.
- e. mimicking an accent or physical condition, such as a limp
- f. ridiculing cultural clothing, such as a turban, hairstyles, such as corn rows or dreadlocks

It is important to note that these types of behavior are not only harassing, but are also simply discourteous. Employees are individuals, and their individuality is expressed in a variety of ways. Feeling comfortable with that expression leads to better job performance for all employees.

## **V. EXAMPLES OF PROHIBITED HARASSING CONDUCT**

**Verbal Harassment** - Consists of such things as making or using unsolicited and unwelcome derogatory epithets ("name-calling"), comments, slurs, or jokes on the basis of any of the protected harassment categories. Conduct includes inappropriate sexually-oriented comments on appearance, including dress or physical features; sexually-oriented noises; questions about an employee's sexual practices; telling racially-oriented stories or using ethnic slurs; verbal sexual advances or propositions; verbal abuse; or making threats of reprisal after a negative response to sexual advances.

**Physical Harassment** – Consists of such things as unwelcome touching, impeding or blocking movement and/or physical interference with normal work or movement, when directed at an individual on the basis of any of the protected harassment categories. Conduct includes pinching, hitting, pushing, poking with finger, brushing against another's body, grabbing, patting, physical propositioning, leering, making sexual gestures, or making explicit or implied job threats or promises in return for submission to physical and/or sexual acts.

**Visual Harassment** – Consists of such things as sexually suggestive or obscene letters, notes, greeting cards or invitations; displaying of sexually suggestive or derogatory objects, posters, notices, bulletins, cartoons, or drawings based on any of the protected harassment categories; staring at an employee's anatomy; mooning; unwanted loves letters or notes.

**Sexual Favors** – Consists of such things as unwanted sexual advances; requests for sexual favors; repeated requests for dates after refusals; and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance, or creates an offensive work environment.

In California, whether or not a particular behavior is offensive is decided from the perspective of a "reasonable person." In other words, if a reasonable person would consider the conduct to be harassing, then it is. If an employee has any doubt as to whether any of their conduct might be considered harassment under this standard, they should stop the conduct immediately.

## **VI. COMPLAINT AND INVESTIGATION PROCEDURE**

Employees are encouraged, whenever possible, to let a person know if he or she has said or done something which the employee finds offensive or unwelcome. Many potential complaints can be resolved in this way.

However, if an employee does not want to speak directly to the alleged harasser, or if he or she has done so and the harassment has continued, the employee may initially report the alleged harassing conduct to any of the following, either orally or in writing:

- Employee's immediate supervisor (an employee is not required to make a complaint to his or her immediate supervisor if that person is the individual about whom the employee is making the complaint).
- Any supervisor within the employee's department
- Employee's Department Head
- County Administrative Officer

Employees may also, if desired, consult with an employee association representative, if applicable.

Employees should promptly report harassment complaints so that a timely and effective investigation can be conducted and a resolution can be quickly reached. Any supervisor or Department Head who receives a harassment complaint shall notify the County Administrative Officer immediately. It is important to note that, once notified of a potential sexual harassment complaint, the county has a legal obligation to investigate the circumstances, regardless of whether the harassed employee has filed a complaint.

Upon notification of a harassment complaint, the County Administrative Officer shall:

- Provide a copy of this policy to the complainant, the accused harasser, and any other applicable persons;
- Authorize and implement an immediate, effective, thorough, and objective investigation of the complaint.

Although the county will make every reasonable effort to maintain confidentiality for the benefit of both the complainant and the accused, complete confidentiality cannot be guaranteed. In order to conduct a full and fair investigation, the accused harasser will be informed of the

identity of the complainant, and each employee interviewed will be admonished to maintain confidentiality regarding the investigation or be subject to disciplinary action. To the greatest extent possible, the county will limit access to information contained in the complaint and obtained during the investigation process to those persons who need it to complete the investigation or to take appropriate disciplinary action or other forms of resolution.

Interviews will be held with (1) the complainant; (2) the accused harasser; and (3) any other persons the County Administrative Officer has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced knowledge concerning the complaint, which may include employees who have experienced similar conduct. During his or her interview, the complainant may specify the type of relief they feel is warranted from the alleged harasser, and this will be considered in evaluating the complaint and in determining the appropriate disciplinary action, if the charge is confirmed.

- Review factual information gathered through the investigation process; determine whether a violation of this policy has occurred, giving consideration to all the factual information, and the totality of circumstances, including the nature of the verbal, physical, visual or sexual conduct and the context in which the alleged conduct occurred.
- Promptly report the results of the investigation and the determination as to whether this policy has been violated to appropriate persons, including the complainant, the alleged harasser, the supervisor, the Department Head, and as appropriate, to all others directly concerned.
- If a violation of this policy has been established, the County Administrative Officer shall take prompt and effective discipline against the harasser, in keeping with the severity of the offense.
- If discipline is imposed, this will be communicated to the complainant, however, to protect the privacy rights of the accused, the complainant will not be told what the specific disciplinary action was. The nature and severity of the discipline will vary depending upon the nature and severity of the harassment, whether or not the employee was in a supervisory or management position, any past history or misconduct and the County Standards of Employee Conduct.
- If the harassment charge is confirmed, take reasonable steps to protect the complainant and/or other employees from any further harassment.
- Take reasonable steps to protect the complainant and/or other employees from any retaliation as a result of the complaint or investigation.

## **VII. MANAGER AND SUPERVISOR RESPONSIBILITIES**

Management and supervisory employees are responsible for ensuring that the work environment is free from harassment by:

- Informing all employees under their direction of the county policy and complaint procedure
- Reporting any incidences of harassment to their Department Head and to the County Administrative Office
- Based on the findings of the investigation, implementing, or assisting in the implementation of, any actions necessary to prevent further harassment from occurring

Management and supervisory employees may be held personally liable if they do not take corrective action to resolve harassment situations, when they knew or should have known that a harassing condition existed.

Examples of situations where it will be assumed a management or supervisory employee knew of harassment include, but are not limited to:

- If a complaint is reported to them, but they do not take it seriously;
- If they discourage an employee from filing a complaint;
- If a complaint is made and they refuse to accept it; or
- If they do not notify the County Administrative Office and their Department Head when a complaint is made.

Examples of situations where it will be assumed a management or supervisory employee should have known of harassment include, but are not limited to:

- If they did not take action on a questionable situation to determine if sexual harassment was or is occurring, or when found to be occurring, did not stop it.

## **VIII. RETALIATION**

Employees have the right to complain about the harassment without fear of retaliation. Any retaliation against an employee for making a harassment charge, filing a harassment complaint, or participating in a harassment investigation will not be tolerated and will be taken as seriously as harassment itself. Any employee found to be retaliating against another employee will be subject to disciplinary action, up to and including termination.

Examples of retaliation include:

- A supervisor gives a poor performance evaluation to a complainant after he files a harassment charge against him/her.
- A complainant finds notes on his/her car's windshield with the word "snitch" on them.
- An employee who participated in a harassment investigation is shunned by the co-worker friends of the accused harasser.

An employee who believes that he or she is being, or has been, retaliated against for complaining about harassment or participating in a harassment investigation should promptly notify the



County Administrative Office or his/her immediate supervisor. (Again, if the employee engaging in the retaliation is the immediate supervisor, the complainant would notify another supervisor or management employee, or go directly to the County Administrative Office).

Complaints of retaliation will be investigated in the same manner as harassment complaints. Any employee engaging in retaliatory behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

Conversely, an employee who knowingly files a false claim of harassment against another employee or against another person contacted in the course of employment, or who knowingly supports or participates in the furtherance of a false claim, will be subject to disciplinary action, up to and including termination.

#### **IX. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS**

In order to promptly and fairly resolve harassment complaints, every county employee has an obligation to cooperate in the county's investigation of alleged harassment or retaliation. Failure to cooperate, deliberately providing false information, or withholding information during an investigation shall be grounds for disciplinary action, up to and including termination.

#### **X. DISTRIBUTION OF POLICY**

All current employees, newly hired employees, volunteers, members of the Board of Supervisors, and Board and Commission members shall be provided with a copy of this policy.

Any questions regarding harassment and/or this complaint procedure should be directed to the County Administrative Office at 530-233-7660.

## **ATTACHMENT E**

### **Policy for the Prevention of Violence in the Workplace**

The County of Modoc will not tolerate any form of verbal or physical violence in the workplace or in relation to any work-related activities. Any employee engaging in such violence will be subject to disciplinary action, up to and including termination.

In addition, any retaliation against an employee for reporting violence or potentially violent behavior, or for participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

## **POLICY FOR THE PREVENTION OF VIOLENCE IN THE WORKPLACE**

### **TABLE OF CONTENTS**

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- VI. Reporting violent or Potentially Violent Situations
- VII. Investigation Procedure
- VIII. Corrective Action and Discipline
- IX. Retaliation
- X. Duty to Cooperate in the Investigation Process
- XI. Distribution Policy

**I. PURPOSE OF THE POLICY**

The purpose of this policy is to affirm the county's commitment to provide a safe workplace free from violence, and to do whatever is necessary to prevent, prohibit and take appropriate action against violence in the workplace. All employees, volunteers, Board or Commission members, vendors, citizens, or anyone else at county worksites or activities are specifically prohibited from behaving in a violent or threatening manner. This policy clarifies what constitutes violence in the workplace, and explains the procedures involved in investigating and resolving any risk to workplace safety.

**II. STATEMENT OF INTENT**

All employees deserve to perform their job under safe and secure conditions in a workplace free of violence. The County of Modoc recognizes that workplace violence is a growing concern among employers and employees across the country, and believes the prevention of workplace violence begins with recognition and awareness of potential early warning signs. This policy is violated whenever any person engages in behavior that is specifically described herein, and the county will respond immediately to any situation that presents the possibility of violence.

In addition, any retaliation against an employee for reporting violent or potentially violent behavior, or participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

**III. DEFINITION OF WORKPLACE VIOLENCE**

Workplace violence consists of violent or potentially violent verbal or physical acts which occur on an employer's premises and/or at other locations where employees are engaged in work related activities, either as a condition of employment or for other reasons. For the purposes of this policy, the intention of a person engaging in such acts is not relevant; rather it is how those acts are perceived which will determine whether an act of workplace violence has occurred.

**IV. EXAMPLES OF PROHIBITED VIOLENT OR POTENTIALLY VIOLENT CONDUCT**

Examples of workplace violence include, but are not limited to:

- Threats of any kind – Violence in the workplace is not limited to physical acts. Verbal threats such as, "I'll make you pay for this," or "You'll be sorry!" whether or not such comments are accomplished by any physical component, undermine workplace safety and security.

- Threatening, physically aggressive or violent behavior, such as intimidation of or attempts to instill fear in others – May include physically dominating or “bullying” someone, whether actually touching them or not, such as looming over them, blocking their path, etc., or shoving, pushing, striking, or otherwise physically assaulting or harming someone, with or without the use of a weapon or other object.
- Other behavior that suggests a propensity toward violence – May include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage, of county property, or a demonstrated pattern of refusal to follow county policies and procedures, or to maintain effective working relationships with county employees and others contacted in the course of work.
- Vandalism or other destructive acts – May include defacing county property or causing physical damage to county property and/or facilities.
- Carrying weapons – With the exception of authorized Sheriff Personnel, brining weapons, firearms, or other potentially harmful devices of any kind on county premises, in county parking lots, while conducting county business, or while involved in any county related functions, is prohibited.

#### **V. EMPLOYEE ASSISTANCE PROGRAM**

Any employee who believes that he/she may have a problem that could lead to the type of violent behavior described above is encouraged to use the county Employee Assistance Program (EAP). The EAP is a confidential counseling service that is available to all regular full-time employees and their eligible family members (temporary employees should contact their supervisor, Department Head, or Risk Management to determine what assistance is available to them). Counseling through the EAP can assist in resolving emotionally difficult issues, marital and family conflict, stress, chemical dependency, conflicts at work, and other types of personal concerns. The EAP counselor can help to clarify a problem and develop a plan for its resolution, by providing information to you over the phone and/or arranging for you to meet with a local counselor. EAP services are paid in full for the employee up to a total of six hours of counseling per calendar year. For more information about reaching the EAP, please obtain a brochure from your supervisor or from the County Office of Administration.

#### **VI. REPORTING VIOLENT OR POTENTIALLY VIOLENT SITUATIONS**

If an individual observes or otherwise becomes aware of any of the above-listed actions or behavior by any person in the workplace, he/she is to notify the CAO immediately. Further, employees should notify the CAO whenever a restraining order has been issued, or if a violent or potentially violent non-work related situation exists which could result in violence in the workplace. The CAO will then begin an appropriate investigation into the allegations of threats or violence.

**VII. INVESTIGATION PROCEDURE**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the county will inform the reporting individual of the results of the investigation. To the greatest extent possible, the county will maintain the confidentiality of the reporting individual and of the investigation, but it may be necessary to disclose results in appropriate circumstances, for example, in order to protect the safety of the person(s) involved. The county will not tolerate retaliation against any employee who reports potential or actual workplace violence.

**VIII. CORRECTIVE ACTION AND DISCIPLINE**

If the county determines that workplace violence has occurred or may occur, appropriate corrective action will be taken and appropriate discipline will be imposed on any offending employees. The discipline taken will depend on the particular facts involved, but may include verbal or written warnings, suspension, or termination. In addition, the county may send an employee for a fit-for-duty evaluation at any time it is felt that such action is necessary.

**IX. RETALIATION**

Individuals must report potential or actual violence in the workplace in order for the county to resolve these situations. Any retaliation against an employee for reporting violent or potentially violent behavior, or participating in a subsequent investigation, will not be tolerated. Any employee engaging in retaliatory behavior which is found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

**X. DUTY TO COOPERATE IN THE INVESTIGATION PROCESS**

In order to promptly and fairly resolve workplace violence complaints, every county employee has an obligation to cooperate in the county investigation of alleged violence or retaliation. Failure to cooperate, deliberately providing false information, or withholding information during an investigation shall be grounds for disciplinary action, up to and including termination.

**XI. DISTRIBUTION OF POLICY**

All current employees, newly hired employees, volunteers, members of the Board of Supervisors and Board and Commission members shall be provided with a copy of this policy.

Any questions regarding violence in the workplace and/or this policy should be directed to the county Office of Administration at 530-233-7660.

## **ATTACHMENT F**

### **SUBSTANCE ABUSE POLICY**

#### **I. Introduction**

Modoc County and its employees recognize that behavior resulting from the misuse of alcohol and/or other drugs may detrimentally affect work performance, safety, and public confidence in the county's work force, and may present a risk to county employees and to the health and welfare of the citizens of Modoc County.

In recognition of the public service responsibilities entrusted to the employees of the county, and because drug and alcohol usage can hinder a person's ability to perform duties safely, efficiently and effectively, the Modoc County Board of Supervisors adopt the following policy.

#### **II. Purpose**

This policy sets for the general terms and conditions of the Modoc County Substance Abuse Policy which applies to all county employees. In addition to the provisions of the general county policy, certain employees in specially funded programs or specific classifications are also covered by the following legislated requirements as outlined in this policy.

- Federal Drug-Free Workplace Act of 1988
- California Drug-Free Workplace Act of 1990
- US Department of Transportation (DOT) Omnibus Transportation Employee Testing Act of 1991

If any provisions of this policy conflict with the above referenced laws, the legislated requirements will take precedence.

#### **III. Policy**

Modoc County is committed to providing a safe and healthy work environment for all employees, and is dedicated to ensuring dependable and efficient services to the community. To this end, it is the policy of Modoc County to:

1. Provide a workplace free from the adverse effects of drug and alcohol abuse or misuse;
2. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace; and
4. Encourage employees to seek professional assistance if drug and/or alcohol abuse or dependency adversely affects their ability to perform assigned duties.



#### **A. Use of Medically Prescribed or Other Medication and Drugs**

Use of legal, medically prescribed medications and drugs is not per se a violation of this policy. However, an employee taking medication which could interfere with the safe and effective performance of duties or the operation of county vehicles or equipment must inform his/her supervisor of the use of such medication before beginning work. It is the employee's responsibility to know of the impairing effects of a prescribed medication. Failure to inform the supervisor of a known impairment may result in discipline, up to and including dismissal. If there is a question about an employee's ability to safely and effectively perform duties while using prescribed medications, the county may require that the employee provide a statement from the prescribing physician regarding the possible side effects and any work restrictions which may apply. Employees found to be using medications or drugs not prescribed for them specifically which affect their ability to perform the functions of their position may face disciplinary action, up to and including dismissal.

#### **B. Use of Non-Prescription, Over-the-counter Drugs or Medications**

An employee using non-prescription, over-the-counter drugs or medications, such as allergy, cold or pain relief medications, must inform his/her supervisor if the employee experiences symptoms from the drugs which could interfere with the safe and effective performance of duties or the safe operation of county vehicles or equipment. It is the employee's responsibility to know of the impairing effects of an over-the counter drug. Failure to inform the supervisor of a known impairment may result in discipline, up to and including dismissal.

#### **C. Right to Search county Worksites and Property**

The county reserves the right to search, without employee consent, all areas and property in which the county maintains full control or joint control with the employee for the purpose of detecting the suspected presence of alcohol or illegal drugs. (All searches applying to sworn personnel shall be consistent with Government Code Section 3309 – Police Officer's Bill of Rights.) The county may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not fully or jointly controlled by the county. Areas in which the county maintains full control include, but are not limited to, all county owned properties, buildings and county owned vehicles and equipment. Areas jointly controlled by the county and the employee include, but are not limited to, desks, lockers, file cabinets, office cabinets, and bookshelves.

#### **D. Drug Testing of Applicants and/or Employees**

The county may require pre-employment drug testing of certain classifications. Employees suspected of being under the influence of drugs or alcohol may be required to submit to "reasonable suspicion" testing. Refer to Sections IV and VI of this policy for additional information about pre-employment and reasonable suspicion drug testing.

#### **E. Consequences of Violation of the Policy**

Violations of this policy may be grounds for disciplinary action, up to and including dismissal. Refusal to submit immediately to an alcohol and/or drug test when requested by county management or law enforcement personnel, failure to cooperate during testing, or any acts taken by the employee to negate testing procedures may constitute insubordination and may be grounds for disciplinary action, up to and including termination of employment.

#### **F. Employee Assistance Program**

Employees are strongly encouraged to seek professional assistance if they have a drug or alcohol problem. Modoc County provides all employees with the services of an Employee Assistance Program (EAP). The EAP is voluntary, confidential, limited counseling services which can help employees acquire counseling and/or treatment for substance abuse problems. Employees can contact the Personnel Department or their Department Representative for a brochure describing the EAP and how to access the counseling services.

#### **G. Accommodation**

The county will endeavor to provide reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under applicable law or when employees voluntarily recognize that they have a drug/alcohol problem and seek treatment. However, any employee found to be in violation of this policy may still be subject to disciplinary action, up to and including dismissal, regardless of the employee's leave status or participation in a treatment or rehabilitation program.

#### **H. Training for Supervisors and Managers**

The county will provide training for supervisors and managers who have the authority to institute reasonable suspicion actions to recognize the signs and symptoms of the misuse of alcohol or drugs.

#### **IV. Application**

This policy applies to all employees of Modoc County. However, employees in certain bargaining units may have additional written agreements regarding drug and/or alcohol

testing which apply to members of their units. Copies of applicable agreements are available from the Office of Administration.

**A. Drug-Free Workplace Acts**

All departments of the county receiving Federal and/or State grants are specifically required to comply with the Drug-Free Workplace Acts, provisions of which are incorporated herein. The Drug-Free Workplace Acts define a "drug-free workplace" as any site for the performance of work done in connection with a specific grant at which employees of the grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance. It is the responsibility of affected department Workplace Acts.

**B. U.S. DOT Omnibus Transportation Employee testing Act of 1991**

Employees in certain "safety-sensitive" classifications who are required to possess a commercial driver's license (Class A or Class B) are covered under the Federal Omnibus Transportation Employee Testing Act of 1991. These employees must submit to pre-employment, random, reasonable suspicion, post-accident and return-to-work drug and/or alcohol testing as a condition of employment. (A separate County policy will be distributed to employees covered by the provisions of this law.)

**C. Pre-Employment Drug testing of Non-DOT Classification**

The county may require pre-employment drug testing of certain other non-DOT classifications before an offer of employment can be confirmed. Applicants for these positions will be given advance notice in recruitment notices of the drug testing requirement. Applicants who refuse to submit to testing or who do not have a verified negative test is not entitled to a second test or re-test of the specimen.

At the discretion of the Personnel Director, applicants who refuse to submit to testing or who do not have a verified negative test will:

- (1) Be removed from the eligibility list, and
- (2) May be reconsidered for appointment after 90 days have elapsed since the original test was ordered or conducted.

Testing or re-testing will be required if a new conditional offer of employment is made.

Employees who request to transfer from classifications which do not require pre-employment drug testing before a conditional offer of employment can be confirmed.

## **V. Employee Responsibilities**

Employees shall:

- A. Not report to work or be subject to duty while his/her ability to perform job duties are impaired due to on or off duty alcohol or drug use.
- B. Not possess, use, or be under the influence of alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours, while on standby, during meal period or breaks, while operating county equipment, while driving a county vehicle or using a personal vehicle on county authorized business, or at any time while on county property. (This does not include sworn law enforcement personnel who may, while in the necessary performance of their duties, be in possession of legal or illegal drugs.)
- C. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby.
- D. Submit immediately to an alcohol and/or drug test when under reasonable suspicion by a trained department supervisor, management representative or law enforcement representative.
- E. Notify his/her supervisor, before beginning work or when contacted for on call, when taking any medications or drugs, prescription or non-prescription, or alcohol, which may interfere with the safe and effective performance of duties or operation of county vehicles or equipment.

## **VI. Management Responsibilities and Guidelines**

The County of Modoc affirms the need to protect individual dignity, privacy and confidentiality throughout the administration of this policy. The county shall assure fair and equitable application of this policy. Therefore, supervisors and managers are required to administer all aspects of this policy in an unbiased and impartial manner. Any employee who believes he/she has been unfairly treated in the administration of this policy may use the county's grievance procedure.

### **A. Guidelines for Reasonable Suspicion Drug Testing**

Managers and supervisors may require that an employee submit to a drug or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol while on the job or in on call status.

“Reasonable suspicion” is a belief based on objective facts to lead a supervisor to suspect that an employee is under the influence of drugs or alcohol to such an extent that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, without other reasonable explanation may create reasonable suspicion:

1. Noticeably slurred or incoherent speech.
2. The odor of an alcoholic beverage on the breath.
3. Unsteady walking and movement.
4. An accident involving a county vehicle or property.
5. Unusual or disheveled appearance (i.e.; glassy or bloodshot eyes, torn or dirty clothing).
6. Unusual or irrational behavior, especially if directed at another employee or the public.
7. Possession of alcohol or drugs.
8. Information received from a reliable person, such as another employee or private citizen, who directly witnesses an act in violation of this policy.

Any manager or supervisor requesting an employee to submit to a drug or alcohol test will document in writing the facts which caused reasonable suspicion that the employee in question was intoxicated or under the influence of drugs.

Following the notification to an employee that he/she is under reasonable suspicion of drug and/or alcohol use in violation of this policy, the employee will be immediately relieved from duty and directed to submit to testing. Refusal to submit to reasonable suspicion testing may result in disciplinary action, up to and including dismissal. The employee should be transported to the testing site at the earliest possible time by a supervisor or manager. In no case should an employee be allowed to leave the premises or drive themselves to the test site. If all attempts to provide transportation fail, the manager or supervisor should seek assistance from the appropriate law enforcement personnel.

**B. Consequences of a Positive Test Result Following Reasonable Suspicion Testing**

A confirmed positive test result from a drug and/or alcohol test will result in appropriate personnel action which may include disciplinary action, up to and including dismissal.

If a drug test is positive, the employee must provide, within 24 hours of request, proof of a current prescription for the drug identified in the drug screen, if the employee is taking the identified drug under the orders of a physician. The prescription must be in the employee's name. If the employee does not provide acceptable proof of a prescription, or if the prescription is not in the employee's name, or if the employee has not previously told his or her supervisor of potential impairment due to use of medication, the employee will be subject to disciplinary action, up to and including dismissal.

If an alcohol or drug test is confirmed positive, the Personnel Director, or designee, shall conduct an investigation to gather all available, pertinent information. Any disciplinary action will be carried out according to applicable county rules regarding disciplinary action. Any Personnel Department investigation or action will be separate and distinct from and shall not interfere with any concurrent law enforcement criminal investigation of the employee which may be taking place.

#### **IV. Confidentiality**

Laboratory reports or test results shall not be included in an employee's official personnel file. The Personnel Director will maintain this information in a separate, confidential file. However, reports of any disciplinary action taken as a result of drug and/or alcohol testing will be included in the employee's personnel file. The Personnel Director may disclose reports of test results to affected department management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when:

- (1) Judicial or administrative process compels by law the release of the information;
  - (2) A formal dispute between the employer and the employee places the information at issue;
  - (3) The information is to be used in administering an employee benefit plan;
- Or
- (4) Medical personnel need the information for the diagnosis or treatment of a patient who is unable to authorize disclosure.

## **Addendum A**

Correctional Officers (C.O.'s) herein after referred to as "C.O.'s shall add as an addendum to the current DSA M.O.U the following:

**Section 1:**    Alternate Hours: C.O.'s will be on an alternate work schedule each twenty-eight (28) days and will consists of the following terms beginning March 1, 2011:

- a. C.O.'s acknowledge, agree, and accept that eight (8) hour shifts have been replaced with twelve (12) hour shifts and shift schedules as described in Section 2.
- b. There shall be twelve (12), monthly work pay days in a calendar year.
- c. A calendar year begins January 1st, and ends December 31st.

**Section 2:**    Work Schedule:

- a. C.O.'s work three (3) twelve (12) hour shifts for a total of thirty-six (36) hours in their first seven day work cycle of the twenty-eight (28) day period.
- b. C.O.'s work three (3) twelve (12) hour shifts and one (1) eight (8) hour shift for a total of forty-four (44) hours in the second seven (7) days of the work cycle in the twenty-eight (28) day work period.
- c. C.O.'s work three (3) twelve (12) hour shifts for a total of thirty-six (36) hours in their third seven days of their work cycle in the twenty-eight (28) day work period.
- d. C.O.'s work three (3) twelve (12) hour shifts and one (1) eight (8) hour shift for a total of forty-four (44) hours in the fourth seven (7) days of their work cycle in the twenty-eight (28) day work period.

**Section 3:**    Overtime:

- a. C.O.'s acknowledge, agree, and accept that hours worked in excess of eight (8) hours per day will not be eligible for overtime as per the alternate twenty-eight (28) day work schedule as addressed in Section 2.
- b. C.O.'s acknowledge, accept, and agree that hours worked in excess of forty (40) hours in a seven (7) day work cycle will not be eligible for overtime.
- c. C.O.'s acknowledge, accept, and agree that overtime shall only be paid if C.O. exceeds one hundred seventy-one (171.00) hours (overtime will be paid in accordance with the Fair Labor Standards Act 7K exemption of 171 hours in each twenty-eight (28) day work period).
- d. C.O.'s acknowledge, accept and agree that for purposes of computing overtime only, (overtime will be paid in accordance with the Fair Labor Standards Act 7K exemption of 171 hours in each twenty-eight (28) day work period) there will be thirteen (13) twenty-eight (28) day work periods in a calendar year. Regardless of the calendar month, for purposes of computing over time only, a C.O's first working day on the first twenty-eight (28) day work period beginning March 2011, will constitute their first working day which will continue to run in twenty-eight increments indefinitely.

- e. C.O.'s acknowledge, accept and agree that use of accrued vacation, sick compensatory time are not hours considered "worked", therefore are ineligible as hours to be counted towards overtime. This replaces Article 13.9 (a) of the DSA M.O.U.

**Section 5:**     Shift Differential: C.O.'s acknowledge, agree and accept that on the alternate work schedule as described in Section 1 (b) they will forgo the following shift differentials:

- a. Night Differential at seven percent (7%).
- b. Graveyard Shift Differential at ten percent (10%).
- c. Relief Shift at fifteen percent (15%).

**Section 6:**     Holidays: Please refer to Article 13.9 of the DSA MOU for holiday pay

**Section 7:**     Leave Time:

- a. Sick leave and vacation usage shall be on an hour for hour basis and if an entire shift is used the hours used shall be equal to the hours that would have been worked in that shift.
- b. Family Sick Leave, Bereavement Leave, and Holidays used shall be the same currently available pursuant to DSA M.O.U. Article 13.7, 13.8, and 13.9, and shall not increase due to the 12 hour shifts. For example, a C.O. can currently use five (5) days for each episode of bereavement leave. If a C.O. wanted to take more time they would be required to use other accumulated benefit time-vacation or comp time. The same would be true for paid Holidays-C.O.'s would receive eight (8) hours of Holiday pay and to receive a full paycheck would have to use accumulated vacation or comp time.
- c. Vacation and sick leave accrual shall not be increased but shall be the same hourly accrual rate as that of an eight (8) hour per day employee.

**Section 8:** Management: C.O.'s acknowledge, accept, and agree that this Addendum is subject to "Article 6: Management Rights" as described in the main body of the M.O.U. Additionally C.O.'s agree to the following:

- a. Sheriff-Coroner shall evaluate the effectiveness of the twelve (12) hour shift schedule as often as he/she deems necessary to ensure that the needs of the Office of the Sheriff are met.
- b. Should the Sheriff-Coroner at his/her sole discretion decide that the twelve (12) hour shift schedule is not meeting the needs of the Office of the Sheriff for any reason he/she reserves the right to discontinue the (12) hour shift schedule.





#### 2013 Use of Force

Total number of use of force complaints reported-7

Total number use of force complaints sustained-6

Total number of people force used on-8

Total number use of force complaints broken down by type of force used:

Minimal-2

Moderate-3

Lethal or equivalent-1

#### 2014 Use of Force

Total number of use of force complaints-7

Total number of use of force complaints sustained-5

Total number of people force used on-6

Total number of use of force complaints broken down by type of force used:

Minimal-1

Moderate-3

Lethal or equivalent-1

#### 2015 Use of Force

Total number of use of force complaints reported-16

Total number of use of force complaints sustained-8

Total number of people force used on-8

Total number of use of force complaints broken down by type of force used:

Minimal-4

Moderate-2

Lethal or equivalent-2

#### 2016 Use of Force

Total number of use of force complaints reported-6

Total number of use of force complaints sustained-2

Total number of use of force complaints broken down by type of force used:

Minimal-1

Moderate-1

2017 Use of Force

Total number of use of force complaints reported-9

Total number of use of force complaints sustained-6

Total number of people force used on-6

Total number of use of force complaints broken down by type of force used:

Minimal-2

Moderate-3

Lethal or equivalent-1

2018 Use of Force

Total number of use of force complaints reported-14

Total number of use of force complaints sustained-9

Total number of people force used on-9

Total number of use of force complaints broken down by type of force used:

Minimal-2

Moderate-6

Lethal or equivalent-1